



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department
P. O. Box 27581
Richmond, Virginia 23261

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

August 28, 1979

9-242AC25
AUG 30 1979
Date 10.08
334-6
SIC Washington, D.C.

RECORDATION NO. Filed 1425

AUG 30 1979 -2 55 PM

INTERSTATE COMMERCE COMMISSION

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 executed counterparts Nos. 1 through 6 of an amendment dated July 1, 1979, to a Lease of Railroad Equipment and Assignment of Lease and Agreement, both dated as of June 1, 1978, filed with your Commission on July 12, 1978, and assigned Recordation Nos. 9539-B and 9539-C, respectively. Counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the amendment to Lease of Railroad Equipment
 - (a) Lessor-Vendee - The Connecticut Bank and Trust Company, One Constitution Plaza, Hartford, Connecticut 06115
 - (b) Lessee - Seaboard Coast Line Railroad Company, 3600 West Broad Street, Richmond, Virginia 23230
2. Description of the equipment

Identifying marks

"Ownership Subject to a Security Agreement
filed under the Interstate Commerce Act,
Section 20c"

Free Agreement
Commerce Act

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Design.</u>	<u>Number</u>	<u>SCL Road Numbers</u>
Woodchip hopper cars	70-ton	HTS	200	191030-191229, inc.
Box cars	50' 55-ton	XL	500	28550-29049, inc.

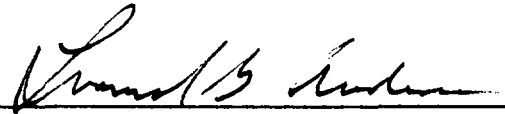
Counterparts Nos. 2 through 6 of the above mentioned document should be returned to Mr. A. L. Freed, representing the undersigned, 1000 Connecticut Avenue, N.W., Washington D. C. 20036.

I am enclosing this company's voucher for \$10.00 covering the recordation fee for the above mentioned document.

Yours very truly,

SEABOARD COAST LINE RAILROAD COMPANY

By



Leonard G. Anderson
Vice President and Treasurer

9539-G
RECORDATION NO. Filed 1425

COUNTERPART NO. 4 OF
6 COUNTERPARTS.

AUG 30 1979 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT dated as of July 1, 1979, between THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee (the "Lessor" or the "Vendee") under a Trust Agreement dated as of June 1, 1978, with Michigan National Leasing Corporation (the "Beneficiary" or the "Owner Participant"), and SEABOARD COAST LINE RAILROAD COMPANY (the "Lessee").

WHEREAS the Lessor and the Lessee have entered into a Lease of Railroad Equipment dated as of June 1, 1978 (the "Lease");

WHEREAS First Security Bank of Utah, N.A., not in its individual capacity but solely as Agent (the "Vendor") and the Vendee have entered into an Assignment of Lease and Agreement dated as of June 1, 1978 (the "Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) on July 12, 1978, and were assigned recordation numbers 9539-B and 9539-C, respectively;

WHEREAS the parties hereto now desire to amend the Lease to increase the rental payment amount; and

WHEREAS no consent by the Vendor to this Amendment is required by the terms of the Lease Assignment,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Lease is hereby amended by deleting the rental payment factor of 6.3444% which appears in the eighth sentence of Section 2 of the Lease and substituting therefore the rental payment factor of 6.4108%.

2. The Lessee will promptly cause this Amendment to be filed and recorded in accordance with the provisions of Section 14 of the Lease.

3. Except as amended hereby the Lease shall remain unaltered and in full force and effect.

4. This Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Virginia; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

5. This Amendment may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto pursuant to due corporate authority have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

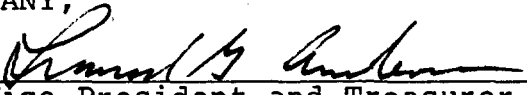
THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee as aforesaid,

By 
Authorized Officer

[Corporate Seal]
Attest:


Authorized Officer

SEABOARD COAST LINE RAILROAD COMPANY,

By 
Vice President and Treasurer

[Corporate Seal]
Attest:


Assistant Secretary

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this 20th day of August, 1979, before me personally appeared DONALD E. SMITH, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

Handwritten signature of Barbara S. Kacich
Notary Public

BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

COMMONWEALTH OF VIRGINIA,)
) ss.:
CITY OF RICHMOND)

On this 28th day of AUGUST, 1979, before me personally appeared Leonard G. Anderson, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that such instrument was this day signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission Expires APR 26 1982

Handwritten signature of J. H. Chapman
Notary Public

EXHIBIT D TO LEASE

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, and intending to be legally bound hereby, The Western Pacific Railroad Company (the "Vendor") has bargained, sold, conveyed, transferred and assigned and by these presents does hereby bargain, sell, convey, transfer and assign to Mellon National Leasing Corporation ("Lessor"), its successors and assigns, forever, good and marketable title to the personal property described in SCHEDULE 1 attached hereto (the "Units").

The Vendor hereby covenants and warrants to Lessor, its successors and assigns, that the Vendor is the lawful owner of the Units and has full power and authority to sell the same as aforesaid, and the Units are on the date hereof free and clear of all claims, liens, encumbrances and claims of any nature.

IN WITNESS WHEREOF the Vendor has caused this Bill of Sale to be executed and delivered this _____ day of _____.

The Western Pacific Railroad Company
[Name of Vendor]

By _____
[Name]

Title _____